

## PRE-PROPOSAL CONFERENCE

RFP02-549762-39

A pre-proposal conference will be held on November 27, 2001, at 1:30 P.M. at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 8, Fairfax, Virginia. All offerors are urged to attend.



# FAIRFAX COUNTY

## DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427

FAIRFAX, VIRGINIA 22035-0013

www.co.fairfax.va.us/dpsm

# VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3223 TTY: 1-800-828-1140

<b>ISSUE DATE:</b> November 16, 2001	<b>REQUEST FOR PROPOSAL NUMBER:</b> <b>RFP02-549762-39</b>	<b>FOR:</b> Accounts Receivable Services for the School Age Child Care (SACC) Program
<b>AGENCY:</b> Department of Family Services	<b>DATE/TIME OF CLOSING:</b> December 18, 2001/ 2:00 P.M.	<b>CONTRACT ADMINISTRATOR:</b> Casey Sheehan, CPPB 703-324-3884, email to kevin.sheehan@co.fairfax.va.us

**Proposal** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County under acceptance below, items or services offered and accompanying attachments shall constitute a contract.

NOTE: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**NAME AND ADDRESS OF FIRM:**

Telephone/Fax No.:

/

E-Mail Address:

VA State Contractor's License

No.:

Federal Social Security No.:

Prompt Payment Discount:

\_\_\_% for payment within \_\_\_ days/net  
\_\_\_ days

Fairfax License Tax No.:

CHECK ONE:

☐

INDIVIDUAL

☐

PARTNERSHIP

☐

CORPORATION

State in which Incorporated: \_\_\_\_\_

Vendor Legally Authorized  
Signature

Date

(Impress  
Corporate Seal  
Here)

Print Name and Title

Secretary

**By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in Paragraph 64 of the General Conditions and Instructions to Bidders, regarding financial disclosure requirements.**

Sealed proposals subject to terms and conditions of this Request for Proposal, will be received at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035 until time/date specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the offeror.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPSM32) (rev 11/01)

**SPECIAL PROVISIONS****1. SCOPE OF CONTRACT:**

- 1.1 The purpose of this Request for Proposal is to enter into a contract with a qualified firm to provide accounts receivable services for the Department of Family Services, Office for Children School Age Child-Care Program (SACC). Services are to be provided in accordance with the terms and conditions of this Request for Proposal.

**2. BACKGROUND:**

- 2.1 The County operates an extensive child care system in conjunction with the Fairfax County Public Schools. There are currently 125 centers with the number of centers expanding each year.
- 2.2 Services provided include before school, after kindergarten and after school child care during the school year, sessions for winter and spring school break and year round school breaks, as well as summer sessions. Children can be registered for any or all of these sessions or can attend part time. Services are also available for children who live in the City of Fairfax.
- 2.3 The monthly fees are set annually by the Fairfax County Board of Supervisors and generate revenue of approximately \$17 million a year. Fees are assessed on a sliding scale based on adjusted family income. Currently, there are approximately 9,000 customer accounts in the accounts receivable system. A separate fee is assessed for overtime charges.
- 2.4 The County uses an Oracle database for the SACC Registration System. All children enrolled in the program are entered in the system and all data associated with that account are entered at the time of registration. County staff determines the fee(s) for service based on income verification. Services are billed in advance of the month of service.
- 2.5 Currently, the County staff utilizes an Oracle Public Sector Accounts Receivable System module, Release 11, to record all financial transactions for the child care system. The SACC Registration System contains data each month to capture current billing information (point in time) and generates an extract file for the Oracle financial module.
- 2.6 Currently, invoices are generated each month by County staff and delivered to an outside vendor for mailing. Payment is made to a Lock-box at the Bank of America. The County is in the process of selecting a new provider for lockbox and financial services. Payment can also be made by cash or check to a walk up counter operated by the Office for Children located at 12011 Government Center Parkway in Fairfax. Approximately 10 percent of the accounts are paid at the walk up counter. For County staff enrolled in the SACC program, payment can be made via payroll deduction, if desired. Payment for services is due at the end of each month for services to be provided the following month.

**SPECIAL PROVISIONS (continued)**

- 2.7 Currently, payments made to the lock box are received in a window return envelope with a coupon and are posted to an electronic file. Each day, a County staff person moves the files electronically from the Bank to the Oracle Receivable system for the posting of payments. County staff then post adjustments to the accounts based on activities, such as a new start in service, stop in service, additional service, or change in income. Accounts are updated daily irrespective of when the invoices have been printed and mailed.

**3. OBJECTIVES:**

- 3.1 To improve the timeliness of billing and collection functions by automating more of the current manual functions.
- 3.2 To have customized delinquency reports and other system reports available to allow more effective management of billing and collection functions.
- 3.3 To improve customer service by enhancing the number of payment options available to consumers.
- 3.4 To produce and distribute billing instructions in English and Spanish to meet the needs of a diverse population.

**4. TASKS TO BE PERFORMED:**

- 4.1 Convert Data from County A/R System to Contractors A/R System  
The Contractor will be required to create a one time data conversion of all open invoice accounts in the current Oracle accounts receivable system and establish these accounts in the Contractors accounts receivable system. An open invoice account is any account in the system that is current or has a debit or credit balance, or that has not been closed. The Contractor will be required to create a onetime data conversion of all open invoice accounts in the SACC Registration System and establish these accounts in the Contractors accounts receivable system. The Oracle system will retain all prior account information and be maintained by the County. The County is aware that the year end report will contain data from two separate systems. The County is interested in having read and update access to the accounts receivable system operated by the Contractor, with the appropriate security and audit controls.
- 4.2 Receive and Reconcile Daily Updates  
The Contractor will receive a daily extract file from the SACC Registration System containing any updates in that system for the previous day. See **Attachment A - Daily Data Updates**. The Contractor will work with the County to develop and test a system for uploading the data. The Contractor will update the information in its accounts receivable system to reflect changes to customer's accounts from the daily extract file.
- 4.3 Perform Monthly Updates of Accounts Receivable Information  
The Contractor will post debit and credit information to all applicable accounts daily. The Oracle Receivable Module currently calculates the winter, spring and summer break sessions.

**SPECIAL PROVISIONS (continued)**

The school year and year round sessions are manually calculated. There are manual adjustments to credit fees previously charged new charges or additional fees and overtime charges. The Contractor should identify any processes that would need to be automated to eliminate manual processing and propose how to automate these functions with associated costs.

**4.4 Generate Invoices**

4.4.1 The Contractor will utilize an accounts receivable module to generate invoices for the next month only for programs that are scheduled which include: year round session, school year session, spring session, winter session, summer session, overtime fees and registration fees. A current invoice is found in ***Attachment D***.

4.4.2 The Oracle Receivable Module currently calculates the invoices in batch process. The transaction period is from date of last statement to current date. The invoice is itemized to show all charges, payments, and credits since the last billing date. The Contractor will print all invoices in accordance with the criteria in this RFP. The Contractor shall describe their capacity to produce and distribute a consumer explanation of the invoice in a language other than English. The County will provide a translation of the invoice explanation into Spanish. The English and Spanish explanation shall be sent with each monthly invoice, when appropriate. The data requirements for an invoice are found in ***Attachment B***. The invoice must include a scannable coupon with bar code that meets County's banking lockbox provider automatic extraction specifications as stated in ***Attachment E***. Fairfax County must approve the final version of the invoice and the billing explanation.

4.4.3 The Contractor will be responsible for providing a text box on the invoice that can be changed each month. The purpose of the text box is to communicate directly with the parents of the child attending a SACC program every month. Text in MS Word will be provided by the Office for Children and is expected to be up to 15 lines with 80 characters per line. The Contractor must explain how it will transfer an MS Word document text file into a text box on the invoice.

**4.5 Mail Statements**

The mailing of all bills to customers will be the responsibility of the Contractor. A subcontractor currently provides this mailing service and the Contractor can propose this vendor or another subcontractor for this service. The bills to customers will be folded and stuffed, along with a return envelope and a coupon to be returned with payment to the bank. The Contractor will be required to sort by zip code in order to obtain postage discounts to reduce the cost of the contract. The Contractor will be responsible for postage and all other costs associated with mailing the invoices. The Contractor shall propose a mailing schedule in response to this RFP.

**SPECIAL PROVISIONS (continued)****4.6 Process Payments**

- 4.6.1 The lock box at the banking institution will receive checks for payment along with a coupon that identifies the account number and the amount paid. The County intends to upgrade the lock box operation to include coupon bar code scanning. The Contractor shall work with the County if any system or invoice changes are needed to accommodate new payments options. Future enhancements for payments may include online payment, direct debit or credit card. The Contractor shall work with the County to create and test payment processing for the SACC program. Enhanced payment options, including credit card payments, will be put in place for the SACC program, as they become available within the County.
- 4.6.2 All checks are made out to Fairfax County. The contractor shall also accept checks made payable to the County of Fairfax, Fairfax County Office for Children, the Office for Children, the Fairfax County Employee Child Care Center, the Fairfax County School Age Child Care Program, ECCC, SACC, Department of Family Services, and DFS.
- 4.6.3 The Contractor will electronically transfer the file each day from the lock box at the bank to their accounts receivable system. The Contractor will process all payments for each account to the new accounts receivable system. Checks that are deposited by the bank, but unidentified on the lock box file, approximately 10 per day, will be sent to the County for manual processing. The unidentified payments will be researched by County staff and reported to the Contractor for processing as part of the lock box file for the day deposited. The Contractor will then be able to balance the deposit slip with the lock box file account. The Contractor will create a collections report that consists of a list of the account numbers and the amount credited to the account for each open invoice account.
- 4.6.4 The Contractor will also process payments made at the counter at the Office for Children and reported to the Contractor electronically by County staff each day on a mutually agreeable transfer format.
- 4.6.5 The bank will continue to courier to the Department of Administration for Human Services a deposit report each weekday. A copy of this report will be sent to the Contractor. The County also receives the coupons from the lock box with notes from payees that include address changes, cancellations and other information. This information will be posted in the SACC registration system and data will be updated in the Contractors accounts receivable system the next day via file transfer.

**4.7 Notification Letters to Delinquent Accounts**

The Contractor will process and pay for all delinquent letters to customers to include outer envelope as well as return payment envelop. Invoices that are 30/60/90 days overdue currently have a sticker placed on them with a message. The County is open to modifications of notices to account holders on this part of the process. Letters are to be mailed to delinquent customers on the 31<sup>st</sup> day, 61<sup>st</sup> day, and the 91<sup>st</sup> day. The Contractor is responsible for the mailing of these notices.

**SPECIAL PROVISIONS (continued)**

The Contractor will provide a list all delinquent accounts that are 90 days overdue to the Office for Children for review. The Contractor will not responsible for attempted collections beyond this point. The County does not use an outside collection agency for this program.

4.8 Reports

The County requires the ability to generate standard reports from the Contractor's account receivables financial module at the Office of Children office in Fairfax. The Contractor will explain how it intends to provide electronic files that can printed at the County. **Attachment C** – Reports for a listing of reports currently used by the County. The Contractor is invited to propose additional and/or comparable reports. In addition, special Ad Hoc Reports may be requested from time to time.

4.9 Create System Report for Tracking Data Changes in Accounts Receivable System:

The County shall have the ability to initiate an electronic change order request and response report to verify changes made by the Contractor to the accounts receivable system. This report will reflect edit and data entry activities for the prior 30 days. Archive reports will reflect data entry activities for the duration of the contract.

4.10 Create System Documentation:

The Contractor will provide the County with user documentation relating to the operation of the account receivable module being used. The County will expect to receive modifications to the documentation if changes are made to the software to perform work under this contract.

4.11 Archive and Back Up Archive System:

The Contractor will provide a nightly backup of the accounts receivable module for all data information. This can be a file transfer to another site, disk or tape-back up taken off site. The Contractor will archive all financial data for 3 years plus the current year, which runs July 1 through June 30th. The Contractor will provide for online access for the current and prior year files. The three years of prior data can be retrieved, upon request. The Contractor will identify the timeframes for retrieving data from prior years, but preference is within 3 business days.

4.12 Create Security Access:

The Contractor will provide security for access to the accounts receivable system and the data contained in the accounts receivable system that meets County standards. The Contractor will describe the security for the accounts receivable system and how it will protect the data. The Contractor will provide their privacy statement and policy as part of the submission. Under no circumstances will the Contractor sell or share the account information with a third party. (Paragraph 26)

4.13 Test Hardware and Software:

The Contractor will test all software and hardware prior to the County accepting it as part of this contract. Acceptance will be based on mutually agreed criteria.

4.14 County Responsibilities:

The County will have continuing responsibilities for working with the Contractor and the bank to assure that services are provided in a timely and professional manner. The County will be responsible for the following:

**SPECIAL PROVISIONS (continued)**

- 4.14.1 Provide daily transaction reports for all checks and cash received at the Office for Children counter and send it to the Contractor in an Excel spreadsheet or other means mutually agreed upon for posting in the Contractors accounts receivable system. If the Contractor currently uses another system to report from off site, it should be identified and proposed.
- 4.14.2 Process all charge backs in FAMIS, the County financial system, including journal entry to adjust revenue and a cover memo with the journal returned to the Department of Finance. The County will also be responsible for processing the cash sheets into FAMIS.
- 4.14.3 Process the Fairfax City reports based on the information in the SACC Registration System and the Contractors accounts receivable system.

**5. CONSULTING SERVICES:**

- 5.1 The Contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Monday through Friday.

**6. OTHER SERVICES:**

- 6.1 The Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the County's administrators to monitor the program's progress and effectiveness. The County's administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Contractor will submit the quality control report to the Contract Administrator identified in the final contract not later than June 1 of each contract year.

**7. TECHNICAL PROPOSAL SECTION INSTRUCTIONS:**

- 7.1 The offeror must submit the Technical Proposal in a separate binder containing the following information:
  - a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers; and annual report or financial statement. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
  - b. Understanding of the problem and technical approach.
    - 1. Statement and discussion of the requirements as they are analyzed by the offeror.



**SPECIAL PROVISIONS (continued)**

2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving objectives of the project.
3. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, curves, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
4. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.
5. Offeror should describe command creations method between the County and the Contractors system and security.

**7.2 Preliminary Work Plan:**

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

**7.3 Treatment of the Issues:**

In this section, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the "Tasks to be Performed" section, and may propose alternative approaches.

**7.4 Statement of Qualifications:**

The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

1. **Organizational and Staff Experience:** Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.

**SPECIAL PROVISIONS (continued)**

2. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.
3. Personnel: Full-time and part-time staff, proposed Consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or Consultant activity must be indicated and the anticipated sources will be identified.
  - a. Resumes of staff and proposed Consultants are required which will indicate education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.
4. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.

A part of this section should include a detailed description of activities that are to occur, significant milestones, and anticipated deliverables.

**8. BUSINESS SECTION PROPOSAL INSTRUCTIONS:**

- 8.1 The offeror, as a minimum, must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. Appendix B must be used in completing the business proposal. The following information should be submitted as part of the business proposal:

The cost of each task or segment of the task shall be itemized.

- a. Offerors must provide a price breakdown for each service separately as well as totals for services provided together if price differ.
- b. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
- c. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose.
- d. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etceteras.

**Caution: Failure to provide breakdowns of cost items may render the Business Proposal non-responsive.**

**SPECIAL PROVISIONS (continued)****9. PRICING:**

- 9.1 The subsequent contract will be a firm-fixed price contract. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of this initial contract. Changes in cost for any subsequent yearly contract renewals will be based on the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA, or other relevant trade publications, etc.
- 9.2 Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

**10. REQUIRED SUBMITTALS**

- 10.1 That each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. An Offeror's failure to provide the documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

**11. SUBMISSION OF PROPOSAL:**

- 11.1 One (1) original (duly marked) and eight (8) copies of the Technical proposal, and one (1) original (duly marked) and eight (8) copies of the Business proposal are due to the receptionist at the following address:

Department of Purchasing and Supply Management  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013  
Telephone: 703-324-3201

- 11.2 It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages Offerors to use recycled paper, wherever possible.

- 11.3 Each original and set of the eight (8) copies of the proposal shall consist of:
- a. Cover sheet (DPSM32), duly signed with the corporate seal impressed, if applicable.
  - b. Technical proposal as required in the Special Provisions, paragraph 7, **TECHNICAL PROPOSAL SECTION INSTRUCTIONS**.
  - c. Business proposal as required in the Special Provisions paragraph 8, **BUSINESS SECTION PROPOSAL INSTRUCTIONS**. (Appendix B must be included in the Business proposal).
- 11.4 By executing the cover sheet (DPSM32), Offeror acknowledges that they have read

**SPECIAL PROVISIONS (continued)**

this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

**12. LATE PROPOSALS:**

- 12.1 Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror. Electronically stamped receipts for delivery is available.

**13. PERIOD THAT PROPOSALS REMAIN VALID:**

- 13.1 Each Offeror agrees that proposals will remain firm for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.

**14. CONTACT FOR CONTRACTUAL MATTERS:**

- 14.1 The person to contact concerning contractual matters pertaining to this Request for Proposal is:

Casey Sheehan, CPPB, Contract Administrator  
Department of Purchasing and Supply Management  
Telephone: (703) 324-3884  
Fax: (703) 324-3228  
E-mail: [kevin.sheehan@co.fairfax.va.us](mailto:kevin.sheehan@co.fairfax.va.us)

**15. CONTACT FOR TECHNICAL MATTERS:**

- 15.1 The person to contact concerning technical matters pertaining to this Request for Proposal is:

Patty Yates, Accounts Receivable Manager  
Department of Administration for Human Services  
Telephone: (703) 324-8105  
Fax: (703) 324-7331  
E-mail: [patty.yates@co.fairfax.va.us](mailto:patty.yates@co.fairfax.va.us)

Or

**SPECIAL PROVISIONS (continued)**

Gail Duncan, Program Manager  
 Department of Family Services, Office for Children  
 Telephone: (703) 324-8147  
 Fax: (703) 324-3917  
 E-mail: [gail.duncan@co.fairfax.va.us](mailto:gail.duncan@co.fairfax.va.us)

**16. KEY PERSONNEL:**

- 16.1 The personnel named in the technical proposal will remain responsible throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

**17. TRADE SECRETS/ PROPRIETARY INFORMATION:**

- 17.1 Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, they must invoke the protections of this section prior to or upon submission of the data or other materials.
- 17.2 The Offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) is/are made should be stated by the offeror.

**18. SUBCONTRACTING:**

- 18.1 If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. A listing of registered firms by relevant trades or specialties is included as Appendix C to this solicitation package. In addition, a listing of local, state and federal sites as well as proprietary business data providers may be obtained from the Fairfax County Economic Development Authority website, under the Business Database Resources link: <http://www.fairfaxcountyeda.org/>
- 18.2 Upon award of contract, the prime contractor agrees to make maximum effort to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County as a small, minority-owned, and/or woman-owned business and the type and dollar value of the subcontracted goods/services provided. (Reference Appendix B)

**19. PRE-PROPOSAL CONFERENCE:**

- 19.1 A pre-proposal conference will be held on November 27, 2001, at 1:30 P.M. in the Fairfax County Department of Purchasing and Supply Management, 12000 Government Center Parkway, Room 8, Fairfax, Virginia. Attendees requiring special services are asked to provide their requirements to the County one-week in advance to allow for accommodation.
- 19.2 The purpose of the pre-proposal conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal.

**20. BASIS FOR AWARD:**

- 20.1 The County of Fairfax reserves the right to award the contract in the aggregate, by

**SPECIAL PROVISIONS (continued)**

individual service, or any combination, whichever is in the best interest of the County.

- 20.2 A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the business proposals of the highest rated offeror(s) will then be reviewed.

- 20.3 Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. The Selection Advisory Committee shall then negotiate a contract with the highest rated offeror. At this time, the offeror and the Selection Advisory Committee may negotiate any changes desired in the offer if deemed in the best interest of Fairfax County.

If a satisfactory contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second rated offeror and so on. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

- 20.4 Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

- a. Qualification of firm as a duly licensed with appropriately qualified and experienced personnel.
- b. Depth of response to the Special Provisions, Section 4, **TASKS TO BE PERFORMED.**
- c. Depth of response to Special Provisions, Section 7, **TECHNICAL PROPOSAL SECTION INSTRUCTIONS.**
- d. Details of the approach and methodology of program.
- e. Reasonableness of cost proposal(s).

- 20.5 Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.

- 20.6 The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

- 20.7 Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be initially submitted with the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

- 20.8 Proposals which, after discussion and submission of additional clarification and/or

**SPECIAL PROVISIONS (continued)**

supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

**21. ORDER OF PRECEDENCE:**

- 21.1 In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

**22. PURCHASE ORDER:**

- 22.1 A purchase order may be enclosed with the resulting contract or may be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 or the Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports.
- 22.2 The purchase order does not supersede any provisions of the resulting contract. Solely the contract and any modification determine performance time and dates thereto.
- 22.3 Services are not to begin until receipt of the purchase order and/or other notification by the County Purchasing Agent to proceed.

**23. CONTRACT COMPLETION AND RENEWAL:**

- 23.1 This contract will begin on February 1, 2002, or date of award, whichever is later, and terminate on January 31, 2003.
- 23.2 Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Purchasing Department. The initial term of this contract is for a one- (1) year period. The County reserves the right to renew the contract for four (4) additional years, one (1) year at a time, if agreeable to all parties.
- 23.3 Any contract awarded pursuant to this Request for Proposal is conditioned upon an annual appropriation made by the Fairfax County Board of Supervisors of funds sufficient to pay compensation due the Contractor under the contract. The contract will provide that if such an appropriation is not made in any fiscal year, and the County lacks funds from other sources to pay the compensation due under the contract, the County will be entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the County will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The County will provide the Contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

**24. INSURANCE:**

- 24.1 The Contractor will be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or

**SPECIAL PROVISIONS (continued)**

property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.

24.2 The Contractor shall, during the continuance of all work under the Contract provide the following:

a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.

b. The Contractor agrees to maintain Comprehensive General Liability insurance in the amount of \$1,000,000 per occurrence, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.

c. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor.

In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.

d. The Contractor agrees to maintain insurance in the amount of \$1,000,000 to cover each individual professional staff.

e. The Contractor agrees to maintain liability insurance in the amount of \$1,000,000 to cover its operations.

f. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

g. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.

h. The only exceptions to this are insurers of the London Syndicate and other recognized British and European insurers who are not rated by Best Guide.

i. **Hold-harmless and Indemnification:**

Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.

j. The Contractor will provide an original, signed Certificate of Insurance and such endorsements as prescribed herein, and shall have it filed with the



**SPECIAL PROVISIONS (continued)**

County Purchasing Agent and/or Risk Manager before any work is started.

- k. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry personal property insurance on all equipment installed and maintained on the premises.
- 24.3 No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 24.4 Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 24.5 The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.
- 24.6 If the Contractor's Insurance agent, the words uses an "ACORD" Insurance Certificate form, "endeavor to and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company: in the "Cancellation" paragraph of the form shall be deleted.

**SPECIAL PROVISIONS (continued)****25. DATA SOURCES:**

- 25.1 The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

**26. SAFEGUARDS OF INFORMATION:**

- 26.1 Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

**27. ACCESS TO AND INSPECTION OF WORK:**

- 27.1 The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

**28. DELAYS AND SUSPENSIONS:**

- 28.1 The Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor.

If, after giving the County Purchasing Agent written notice, the Contractor elects to stop work because the County does not supply data or services, the County will extend the Contractor's time of completion by a period of time reasonably suited for completion of work.

- 28.2 The County will pay the Contractor for all work completed to the date of suspension plus all the Contractor's cost related to the delay, omission or any consequent work stoppage by the Contractor and its personnel. The Contractor may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by Fairfax County. If the Contractor decides to proceed without the data and services that was to be provided by the County, any error or omission of the Contractor that resulted from the County's omission will not constitute default by the Contractor.

**29. CHANGES:**

- 29.1 Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 29.2 No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

**30. PROJECT AUDITS:**

- 30.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the Contractor under the following conditions:

**SPECIAL PROVISIONS (continued)**

- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
  - b. In the event of a disagreement between the Contractor and the County on the amount due the Contractor under the terms of this contract;
  - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
  - d. If it becomes necessary to determine the County's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 30.2 These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 30.3 Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 30.3 Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 30.4 Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

**31. REPORTS AND INVOICING:**

- 31.1 The Contractor(s) must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report
- 31.2 The Contractor(s) must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor(s) must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
- A. Employee name;
  - B. The name of the County department;
  - C. Date of services
  - D. The type of services; and,

**SPECIAL PROVISIONS (continued)**

E. The itemized cost for each item/service.

- 31.3 County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 30.2, A-E. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

**32. PAYMENTS:**

- 32.1 The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, paragraph 4, **TASKS TO BE PERFORMED.**

**33. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 33.1 Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.

Your acceptance of this contract acknowledges your commitment and compliance with ADA.

**34. NEWS RELEASE BY VENDORS:**

- 34.1 As a matter of policy, the County does not endorse the products or services of a contractor. A contractor without the prior written approval of the County will not make news releases concerning any resultant contract from this solicitation. All proposed news releases will be routed to the Purchasing Agent for review and approval.

**35. USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:**

- 35.1 Extension of Contract: Offerors are advised that all resultant contracts will be extended, with the authorization of the Offeror, to Metropolitan Washington Council of Governments member jurisdictions and other Jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of services/supplies at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor(s) must deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your offer. (Reference Appendix B)
- 35.2 It is the awarded vendor's responsibility to notify the jurisdictions and political subdivisions of the availability of the contract(s).
- 35.3 Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

**SPECIAL PROVISIONS (continued)**

- 35.4 Fairfax County **shall not** be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

## DATA TO BE RECEIVED BY OFFEROR DAILY FROM THE COUNTY

### SCHOOL YEAR SACC PROGRAM

There are a number of scenarios in SACC Registration, which would cause a customer's fee to change. The **new fee amount** and the **effective date** are key in determining how far back an adjustment is needed. The data to be sent by the County to the Offeror will contain customer updated information, such as an address change, and if the customer's fee changes, one or more of the following pieces of information will be presented along with the new customer fee:

- Specific child information containing the Start Date of a Service, for each child on the account
- Specific child information containing a Changed Start Date of a Service, for each child on the account
- Specific child information containing an End Date of a Service, for each child on the account
- Specific child information with a Changed End Date of a Service, for each child on the account
- A new income level, with an effective date as to when the fee associated with the new income level is effective
- An account override fee and the effective date of that fee which designates the maximum amount that a family can be charged in a given month, regardless of the fees generated by the SACC system (an override fee supercedes any SACC system generated fees)
- A Temporary Inactive date and a \$0.00 fee for a specific child still enrolled in SACC but not to be charged a fee (temporarily), along with any other child information on the account

When any of the above scenarios occur in SACC Registration, the new fees and the effective dates will be presented to the Offeror. Since childcare fees are billed one month in advance, **the Offeror must examine the fees and dates presented by the County and determine from those dates exactly what months need to be adjusted by how much.** The school year program (10 months, September – June) and the year round school program (11 months, August – June) have two different fees schedules. Fees for the school year program are billed in advance, August – May, and fees for the year round school program are billed in advance, July – May. The County fiscal year runs July 1 - June 30 each year and the SACC billing follows these same timeframes.

The school year and year round effective dates are prorated in one of two ways, the first half of the month (1<sup>st</sup> thru 15<sup>th</sup> day) and the second half of the month (16<sup>th</sup> thru the end). A customer is charged the new fee for the full month if 1) the service start date is prior to the 15<sup>th</sup>, 2) an income increase is effective prior to the 15<sup>th</sup>, 3) an override fee increase is effective prior to the 15<sup>th</sup>. A customer is charged one-half of the charge if any of the aforementioned scenarios have effective dates after the 15<sup>th</sup> of the month.

In some scenarios, a credit may be due a customer. A customer is due a credit of one-half of the fee for 1) any service end date (cancellation) prior to the 15<sup>th</sup> of the month, 2) any income decrease that is effective prior to the 15<sup>th</sup> of the month (which reduces all of the service fee amounts), or 3) any override fee that is effective prior to the 15<sup>th</sup> of the month which would supercede a higher fee charged in prior months.

A full credit for the month of service would be appropriate if the service start date and service end dates are exactly the same or the service end date is a date earlier than the service start date. This would indicate that the service was never started and the customer should not be charged for any part of that service. In addition, there is a one-time fee that is charged to a new account or can be charged to an account which had previously received services, cancelled, and are re-starting services. Currently, the registration fee is \$35.00 per family. If a registration fee has been charged to an account in anticipation of a start date for a new account or a re-start, the registration fee must also be credited if the family cancels before the service begins.

### **SUMMER, SPRING AND WINTER SACC PROGRAM**

There are three other SACC programs operated by the County that are billed in a similar fashion to one another. The summer SACC program is a 7-week program where a family can enroll one or more children in any or all of the weeks offered. Summer SACC weeks 1-4 are to be billed in June since those weeks take place mostly during the month of July. Summer weeks 5-7 are to be billed in July since these weeks take place predominantly during the month of August. For reporting purposes, any payments received in June for the upcoming summer services must be captured by the Offeror as "Deferred Revenue". Thus, the offeror must track the new fiscal year changes appropriately to capture the payment information needed.

In June, the County will present the fees for summer accounts enrolled at that point in time. The June summer fees will be the "base" information for each summer billing. Each time an amount is generated for any summer week, the prior billing information must be reviewed to see if a new charge is due (not previously billed), or if there is any fee difference for any previously billed summer weeks. If so, then an appropriate adjustment must be prepared. The summer billing is more of a comparison type billing where any previously billed weeks are compared to new billing information. If the prior amount billed was higher for any given weeks and the new amount is lower for those same weeks, then a credit is due for each affected week. Likewise, if the prior summer weeks billed were lower than the new billing amounts, then a debit adjustment is due for each affected week. Summer fees can change when a child is added, cancelled, the family income changes, or the account has an override fee, which supercedes the SACC system generated fees.

The winter SACC and spring SACC programs work similarly to the summer program except that there is only one week to choose from. A family will enroll their child(ren) in the winter or spring program or they will not. The winter program is normally billed in advance in November since the program takes place in December. The first billing data presented by the County in November will be the "base" information for the winter program billing. Each time a new fee amount is generated for an account, the billing information processed earlier must be reviewed by the offeror to see if the account has ever been billed before. If it has not, the new amount should be billed. If the account has previously been billed, the prior billing information must be reviewed to see if the new billing amount is lower than or higher than the previously billed amount to determine the amount of the credit or debit adjustment needed.

The spring program usually occurs in late March or early April each year and the County one-month prior to the program date will present the billing information. The first billing information presented will be the "base" information for the spring program billing. The exact same billing process described for the winter program applies to the spring program.

**OVERTIME FEES**

On a monthly basis, the County will present overtime-billing information to the Offeror. The information will not need to be compared to any prior overtime billing information. It will denote those accounts that have incurred overtime fees during the month and the amount of the overtime fees incurred. The Offeror is expected to process that billing information every month, prior to the monthly printing of the statement, so that the overtime fees will appear on the customer statements.

**Miscellaneous Adjustments**

On occasion, the County will require a one-time transaction, such as a debit or credit for services used or not used, based on special circumstances for a SACC family. These adjustments can be processed by the County A/R staff or by the offeror, depending on the outcome of read vs. update access discussed in Section 4.1. These changes will not be part of the electronic file because they are one-time adjustments that are not system generated.



Data Elements for the SACC Bill

Account #  
Name  
Address (City, Zip)  
Child/ren name  
Services provided for each Child (with begin date)  
Name of SACC Center  
Monthly Fee  
Statement Date

**Daily Account Activity**

Date  
Transaction Description  
Itemized Charges and Credits (monthly fee, late fees,)  
Payment Received  
Balance Due  
Due Date

**Account Summary**

Statement Closing Date  
Previous Balance  
Payments  
Charges  
Credits  
Balance Due  
Due Date

Phone numbers for billing questions  
Phone numbers for enrollment/registration questions  
Free-form Reference Information Section  
Billing "Remit to" address  
Return Address  
Fairfax County Tax ID #  
Coupon to accompany payments (includes name and address of bank, from: customer information, credit card #, exp. date, amount paid, signature)

## **REPORTS REQUIREMENTS**

Any time an interface occurs between the SACC database and the Offerors accounts receivable system, a report detailing the transactions is required. Below is a listing of some of the reports that will be required, but this list is not all inclusive and may be amended:

- ◆ Daily data entry reports, in summary form and detailed form, according to transaction types (debits, credits, payments) and persons or processes by which the transactions were entered, to support transaction entries by all parties/processes
- ◆ Daily lockbox report of payments processed by bank lockbox, broken down by check, credit card, etc.
- ◆ Daily in-house report of payments posted for non-lockbox payments
- ◆ Invoice Report of Monthly Charges Processed by Offerors system, by transaction type, such as Year-Round August Fees, School Year Fees, Winter Fees, Spring Fees, Summer Fees, Registration Fees, and Overtime Fees
- ◆ Accounts Receivable Balance Report, in customer account # order and in customer last name order
- ◆ Monthly Summary Report to capture the Beginning of the Month Accounts Receivable balance + total of all charges - total credit adjustments + total debit adjustments – payments +/- miscellaneous transactions = End of month Accounts Receivable Balance
- ◆ Monthly Aging Report (30, 60, 90, 120+ past due), that can be run both in customer account number order and in customer last name order, sorted by program code.
- ◆ Monthly Report Showing # of statements mailed out and date of mailing
- ◆ Report of charged-off accounts, both monthly and cumulatively
- ◆ Report of Customer Accounts with a Credit Balance
- ◆ Report of Customer Accounts that have been flagged to stop sending statements due to circumstances such as a Bankruptcy Notice being received (the ability to flag such accounts is required)
- ◆ Report of “Active Accounts” (currently receiving services) vs “Non-Active Accounts” (no longer receiving services) that still have a balance due Fairfax County (the ability to distinguish active vs non-active accounts in the Offerors system is required)
- ◆ Report of payments made by customers by calendar year, for tax purposes

The County needs the ability to reproduce/print a customers statement on demand, by month or cumulative, for a specified period.

FAIRFAX COUNTY FIT #54-0787833  
Dept. of Administration for Human Services  
Accounts Receivable  
P.O. Box 3406  
Fairfax, VA 22038

Statement Date: 09-NOV-01  
Due Date: 26-NOV-01  
Account No: 701183  
Balance Due: \$116.50

Centreville, VA 20120-0000

NOTE: THIS IS YOUR BILL FOR NOVEMBER SACC SERVICES, IF ENROLLED AS OF 10/14/2001. The TRANSACTION PERIOD/ACTIVITY PERIOD is the time period from the last statement to this statement. Payments, charges, & credits on the account since the last statement should be reflected here. Credits or charges for enrollment changes made after OCT. 14 and payments received and posted after OCT. 23, will appear on your next statement.

SACC QUESTIONS: To add, change or cancel SACC services call (703)449-8989 .

BILLING QUESTIONS: Call Accounts Receivable at 703-324-8118 (A-G), 703-324-8149 (H-O), 703-324-7860 (P-Z), 703-324-8108 or 703-324-8105. Checks should be made payable to SACC. Please write your account # on your payment.

PAYMENT REMINDER: In order to participate in any SACC program, your account balance must be current. If your account is behind, please call the Billing Dept. above to discuss your account in order to avoid the discontinuation of SACC services.

REDUCED FEES: If you are eligible for reduced fees and you have not returned the SACC Financial Form yet, please complete this form right away. Fees are billed at full fee until this information is received.

Balance Forward	Transaction Period	Charges & (Credits)	Payments	Balance Due	Due Date
\$233.00	01-OCT-01 to 09-NOV-01	\$233.00	(\$349.50)	\$116.50	26-NOV-01

Detach here and return bottom portion with payment.

.....

\_\_\_ check here if address has changed. Print new address on the back of this form.

Program Code: 04      Account #: 701183      Amount Due: \$116.50      Please write amount paid:  
\$ \_\_\_\_\_

To: Fairfax County Dept. of Family Svcs  
Accounts Receivable-OFC/SACC  
P.O. Box 18103  
Merrifield, VA 22118

Centreville, VA 20120-0000

FAIRFAX COUNTY FIT #54-0787833  
Dept. of Administration for Human Services  
Accounts Receivable  
P.O. Box 3406  
Fairfax, VA 22038

Statement Date: 09-NOV-01  
Due Date: 26-NOV-01  
Account No: 701183  
Balance Due: \$116.50

Centreville, VA 20120-0000

Child(ren):

Invoice	Date	Description	Charges & (Credits)	Payments
212193	14-OCT-01	Child Care Fee - November 2001	\$233.00	
	17-OCT-01	Payment Received, Thank you		(\$116.50)
	26-OCT-01	Payment Received, Thank you		(\$116.50)
	07-NOV-01	Payment Received, Thank you		(\$116.50)
Transaction Totals:			\$233.00	(\$349.50)



# REGULUS

*Integrated Transactional Solutions*

**Regulus Receivables  
Retail Lockbox  
Implementation Guide**

**Prepared for:  
Bank of America**



Regulus Retail Implementation Guide



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**A. Customer Profile**

Industry \_\_\_\_\_

Company Name \_\_\_\_\_

Company Location \_\_\_\_\_

Lockbox \_\_\_\_\_

Cash Management Officer \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Cash Management Support Rep. \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Regulus Retail Implementation Guide



**B. Customer Key Contact List**

PRIMARY CONTACT:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

SECONDARY CONTACT:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

TECHNICAL CONTACT:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

OPERATIONS CONTACT:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Check site to be processed at:

<input type="checkbox"/> Chicago	PO box number: _____
<input type="checkbox"/> Dallas	PO box number: _____
<input type="checkbox"/> Denver	PO box number: _____
<input type="checkbox"/> Greenbelt	PO box number: _____
<input type="checkbox"/> Los Angeles	PO box number: _____
<input type="checkbox"/> Louisville	PO box number: _____
<input type="checkbox"/> New Jersey	PO box number: _____
<input type="checkbox"/> Seattle	PO box number: _____
<input type="checkbox"/> St. Paul	PO box number: _____



Regulus Retail Implementation Guide



**C. Processing Characteristics**

Definitions:

Full Payment – Check(s) equals any amount(s) due from remittance document(s).

Partial Payment – Check(s) do not equal any amount(s) due from remittance document(s).

Check Only Payment – Check received without a remittance document.

\_\_\_\_\_ % Single Document / Single Check – Full Payment

\_\_\_\_\_ % Single Document / Single Check – Partial Payment

\_\_\_\_\_ % Multiple Document OR Multiple Check – Full or Partial Payment

\_\_\_\_\_ % Check Only Payments

100 % Total

% Non processable Payments (% of total items received)

\_\_\_\_\_ % Correspondence (% of total items received)

\_\_\_\_\_ % Payments Received via Express Mail (% of total items received)

Monthly Volume Distribution

\_\_\_\_\_ % 1<sup>st</sup> week                      \_\_\_\_\_ % 2<sup>nd</sup> week

\_\_\_\_\_ % 3<sup>rd</sup> week                      \_\_\_\_\_ % 4<sup>th</sup> week

Please indicate any quarterly, bi-yearly or yearly volume increases.

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Regulus Retail Implementation Guide



**D. Payment Definitions**

Processing Options:

Single Document / Single Check	<input type="checkbox"/> Accept	<input type="checkbox"/> Reject
Single Document / Multiple Checks	<input type="checkbox"/> Accept	<input type="checkbox"/> Reject
Multiple Documents / Single Check	<input type="checkbox"/> Accept	<input type="checkbox"/> Reject
Multiple Documents / Multiple Checks	<input type="checkbox"/> Accept	<input type="checkbox"/> Reject
Check Only (With Account number)	<input type="checkbox"/> Accept	<input type="checkbox"/> Reject
Check Only (Without Account number)	<input type="checkbox"/> Accept	<input type="checkbox"/> Reject

Photocopies required for Check Only Payments: ☐ Yes ☐ No

Process the following exceptions as notated:

*\*Please note : All exception items are processed on a "Best Efforts" basis due to the automated processing environment in which all payments will be handled. If other is notated please specify instructions.*

<u>Exception Process</u>	<u>Standard Procedure</u>	<u>Use Standard</u>	<u>Other</u>
No Signature	Stamp "Refer to Maker"	<input type="checkbox"/>	<input type="checkbox"/>
Check with no date	Process Payment	<input type="checkbox"/>	<input type="checkbox"/>
Correspondence	Process Payment / Dispatch correspondence	<input type="checkbox"/>	<input type="checkbox"/>
Amount Difference	Process using Written Amount or amount that Balances to document.	<input type="checkbox"/>	<input type="checkbox"/>
Batch size	300 Items per batch	<input type="checkbox"/>	<input type="checkbox"/>

Please provide a list of acceptable payees:

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## Regulus Retail Implementation Guide



### E. Envelopes

☐ Pre – Printed Envelopes

## Window Envelopes

 Pre – Barcoded Envelopes

*Regulus will require a minimum of 100 samples (for each location) of all envelope types for testing on mail extraction equipment. Final approval must be obtained from Regulus prior to customer usage.*

#### F. Remittance Document

Font Style:

☐ OCR-A Numeric\*    ☐ OCR-B Numeric\*    ☐ Other

\*Recommended

### Scanline Field Definitions:

[illegible]

Regulus Retail Implementation Guide



*Note: It is highly recommended that a check digit be included for the account number, as well as the entire scan line.*

Recommended Check digit calculation is IBM Modulus 10

Please attach example(s) of the check digit algorithm.

*Regulus will require a minimum of 100 sample remittance documents per remit type for programming and testing on our scanning equipment. Final approval must be obtained from Regulus prior to customer usage.*

**G. Output Specifications**

Please provide all record layouts

\*Regulus must review and approve customer requirements prior to testing\*

1. Record Length
2. Start and stop position of each field in File Header Record.
3. Start and stop position of each field in File Trailer Record.
4. Start and stop position of each field in Batch Header Record.
5. Start and stop position of each field in Batch Trailer Record.
6. Start and stop position of each field in Detail Record.

JCL Required: ☐ Yes ☐ No

If yes please provide layout

Output Media:

Frequency ☐ Once per day ☐ other

Transmission Window: \_\_\_\_\_ to \_\_\_\_\_

If other please explain

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Regulus Retail Implementation Guide



Bi-Synchronous Transmission

Emulation: ☐ 3780 ☐ 2780 ☐ Other

Baud Rate: ☐ 9600 ☐ 4800 ☐ Other

Character Set: ☐ EBCDIC ☐ ASCII

Space Compress: ☐ Yes ☐ No

If other is checked please provide details.

Asynchronous Transmission

Protocol: ☐ Kermit ☐ XModem ☐ Other

Baud Rate: ☐ T1\* ☐ ISDN\* ☐ 56000  
☐ 48000 ☐ 33600 ☐ 19200

Parity: ☐ Odd ☐ Even

Character Set: ☐ EBCDIC ☐ ASCII

If other is checked please provide details.

\*T1 or ISDN can be provided, however customer must absorb all costs associated with installation.

Reporting Output Media:

☐ Hardcopy ☐ Research Disk ☐ CD-Rom ☐ Other

Standard Reporting Options

- ☐ Batch Journal Report (detail items)
- ☐ Batch Summary Report (batch summary)
- ☐ Other (customized reporting)

Regulus Retail Implementation Guide



*\*All reporting output media and/or reporting options are not available for all sites. Please contact your Implementation Coordinator regarding site availability.*

Ancillary Processing Options (please provide specifications for all items marked as yes):

Stop File Processing ☐ Yes ☐ No

Average items contained on Stop File: \_\_\_\_\_

Stop File Updated ☐ Daily ☐ Weekly ☐ Monthly ☐ Other

Stop file Receipt Window: \_\_\_\_\_ to \_\_\_\_\_

Account Lookup File Processing ☐ Yes ☐ No

Average items contained on Lookup File: \_\_\_\_\_

Account Lookup file updated

☐ Daily ☐ Weekly ☐ Monthly ☐ Other

Account Lookup Receipt Window: \_\_\_\_\_ to \_\_\_\_\_

*\*Please attach Stop file and Account lookup file layouts if applicable*

If a dollar limit is to be set for amounts over or under the amount due, please specify.

Maximum Overpayment: \$ \_\_\_\_\_

Minimum Underpayment: \$ \_\_\_\_\_

Regulus Retail Implementation Guide



**H. Distribution**

Multiple Locations ☐ Yes ☐ No

\*If yes please complete delivery address information and indicate the deliverables that should be sent to each location.

Items to be included in Package

- |  |   |
|--|---|
| <input type="checkbox"/> Deposit Advice        | <input type="checkbox"/> Check Copies (check only payments) |
| <input type="checkbox"/> Batch Journal Report  | <input type="checkbox"/> Debit / Credit Adjustment Advice   |
| <input type="checkbox"/> Batch Summary Report  | <input type="checkbox"/> Documents With Writing             |
| <input type="checkbox"/> Research Disk         | <input type="checkbox"/> CD – ROM                           |
| <input type="checkbox"/> Non Processable Items | <input type="checkbox"/> Other                              |
| <input type="checkbox"/> Correspondence        |   |

Delivery Address 1

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Delivery Address 2

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Delivery Mechanism:

- ☐ U.S First Class Mail  
☐ Overnight Courier  
☐ Other

Courier Information

Courier Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Recipient's Name: \_\_\_\_\_



Regulus Retail Implementation Guide



**I. Depository Bank Information**

Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

DDA Account Number: \_\_\_\_\_

Banking Contact Name: \_\_\_\_\_

Banking Contact Number: \_\_\_\_\_

Deposit Reporting

Deposit Timeframes: ☐ AM ☐ PM ☐ Other (Specify)

Notification Required: ☐ Yes ☐ No

Totals Provided By Box: ☐ Yes ☐ No

Notification Timeframe(s): \_\_\_\_\_

Please include time zone.

Notification Method: ☐ Phone ☐ Fax ☐ Other (Specify)

Contact Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Alternate Name: \_\_\_\_\_

Alternate Number: \_\_\_\_\_

Alternate Fax: \_\_\_\_\_



**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

# COUNTY OF FAIRFAX

COMMONWEALTH OF VIRGINIA

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error).

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

**1. AUTHORITY-**The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

**2. DEFINITIONS-**

**AGENCY:** Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

**BEST VALUE:** as predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

**BID:** The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

**BIDDER/OFFEROR:** Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

**CONTRACTOR:** Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

**COUNTY:** County of Fairfax.

**GOODS:** All material, equipment, supplies, printing, and automated data processing hardware and software.

**INFORMALITY:** A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

**INVITATION FOR BID (IFB):** A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

**OPEN MARKET PROCUREMENT (OMP):** A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

**PROFESSIONAL & CONSULTANT SERVICES:** Any type of professional service which is either: 1) performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §11-37 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution), or 2) any other type of similar contractual service (including consultants), required by the Fairfax County Government but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of professional service required and at fair and reasonable compensation rather than by competitive sealed bidding.

**PURCHASING AGENT:** The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

**REQUEST FOR PROPOSAL (RFP):** A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

**RESPONSIBLE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

**RESPONSIVE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having submitted a bid

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (continued)**

which conforms in all material respects to the invitation for bid or request for proposal.

**SERVICES:** Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

**SOLICITATION:** The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising, the mailing of an Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

**STATE:** Commonwealth of Virginia.

**CONDITIONS OF BIDDING**

**3. BID FORMS-**Unless otherwise specified in the solicitation, bid Cover Sheets and Pricing Schedules are furnished in duplicate and all bids shall be submitted in duplicate, on the forms provided, properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

**4. LATE BIDS & MODIFICATIONS OF BIDS-**

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
  - 1) It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
  - 2) The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
- c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

**5. WITHDRAWAL OF BIDS-**

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
  - 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
  - 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (continued)**

- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
  - d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
  - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
  - f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
  - g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
- 6. ERRORS IN BIDS**-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 7. MAILING OF BIDS**-All solicitation packages will contain a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used.
- 8. COMPLETENESS**-To be responsive, a bid must include all information required by the solicitation.
- 9. ACCEPTANCE OF BIDS/BINDING 90 DAYS**-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 10. CONDITIONAL BIDS**-Conditional bids are subject to rejection in whole or in part.
- 11. BIDS FOR ALL OR PART**-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
- 12. AREA BIDS**-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
- 13. TIME FOR RECEIVING BID**-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic or facsimile bids/modifications will not be considered.
- 14. BIDDERS PRESENT**-At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly and remain available for public inspection in the Office of the Purchasing Agent during regular County business hours for a period not less than thirty (30) calendar days after date of opening. Abstracts or tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.co.fairfax.va.us/dpsm> for a minimum of 30 days.
- At the time fixed for the receipt of responses for request for proposals, only the names of the offerors will be read and made available to the public.
- 15. OMISSIONS & DISCREPANCIES**-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
- 16. RESPONSE TO SOLICITATIONS**-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (continued)**

solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements. Because of the large number of firms listed on the County's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the County's Bidders List.

**17. BIDDER INTERESTED IN MORE THAN ONE BID-**If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

**18. TAX EXEMPTION-**The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Taxes described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

**19. PROHIBITION AGAINST UNIFORM PRICING-**The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising for bids.

**SPECIFICATIONS**

**20. QUESTIONS CONCERNING SPECIFICATIONS-**Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

**21. BRAND NAME OR EQUAL ITEMS-**Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

**22. FORMAL SPECIFICATIONS-**When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

**23. FEDERAL SPECIFICATIONS-**Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

**AWARD**

**24. AWARD OR REJECTION OF BIDS-**The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (continued)**

- c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance on previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on a debt or contract or is in default on a surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract.

**25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS**-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any addenda/amendments/Memoranda of Negotiations

**26. TIE-BIDS** – If two or more bidders submit bids that are identical as to price, authorized prompt payment discounts and delivery time, preference will be given to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident of Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public, except when in the judgement of the County such purchase would operate to the disadvantage of the County. The decision of the County to make award to one or more such bidders shall be final.

**27. PROMPT PAYMENT DISCOUNT-**

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check.

**28. INSPECTION-ACCEPTANCE**-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

**29. DEFINITE BID QUANTITIES**-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (continued)**

**30. REQUIREMENT BID QUANTITIES**-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

**CONTRACT PROVISIONS**

**31. TERMINATION OF CONTRACTS**-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

**32. TERMINATION FOR CONVENIENCE**-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**33. TERMINATION OF CONTRACT FOR CAUSE-**

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

**34. CONTRACT ALTERATIONS**-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

**35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS**-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

**36. FUNDING**-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

**37. DELIVERY/SERVICE FAILURES**-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

**38. NON-LIABILITY**-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

**39. NEW GOODS, FRESH STOCK**-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

**40. NON-DISCRIMINATION**-During the performance of this contract, the Contractor agrees as follows:

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (continued)**

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

**41. SMALL BUSINESS ENTERPRISE PROGRAM-**

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible.
- b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
- c. As used in this contract the term "small business" means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than \$1,000,000 in annual receipts.
  - d. As used in this contract, the term "minority business" means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with disabilities; a physical or mental impairment that substantially limits one or more of the major life activities of such individual, a record of such impairment, or who are regarded as having such an impairment.
- e. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

**42. GUARANTEES & WARRANTIES-**All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

**43. PRICE REDUCTION-**If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (continued)**

**44. CHANGES**-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

**45. PLACING OF ORDERS**-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

**DELIVERY PROVISIONS**

**46. SHIPPING INSTRUCTIONS - CONSIGNMENT**-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the storekeeper at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

**47. RESPONSIBILITY FOR SUPPLIES TENDERED**-The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

**48. INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

**49. COMPLIANCE**-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

**50. POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

**51. ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

**52. METHOD AND CONTAINERS**-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

**53. WEIGHT CHECKING**-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

**54. DEMURRAGE AND RE-SPOTTING**-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

**55. REPLACEMENT**-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.



**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (continued)**

**56. PACKING SLIPS OR DELIVERY TICKETS**-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

**BILLING**

**57. BILLING**-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order, invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the P.O. or to the appropriate address specified below:

- a. Fairfax County Public Schools  
Assistant Superintendent - Financial Services  
10700 Page Avenue  
Fairfax, Virginia 22030
- b. County of Fairfax  
Office of Finance  
P. O. Box 1327, Drawer A  
Fairfax, Virginia 22035
- c. Fairfax County Redevelopment and Housing Authority  
Finance Division  
3700 Pender Drive, Suite 300  
Fairfax, Virginia 22030-7444
- d. Fairfax County Park Authority  
12055 Government Center Parkway  
Suite 927  
Fairfax, Virginia 22035-1118

**PAYMENTS**

**58. PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

**59. PARTIAL PAYMENTS**-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

**60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING**-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

**GENERAL**

**61. GENERAL GUARANTY**-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (continued)**

in transit or delivery.

- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

**62. SERVICE CONTRACT GUARANTY**-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

**63. INDEMNIFICATION**-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

**64. OFFICIALS NOT TO BENEFIT-**

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

**65. LICENSE REQUIREMENT**-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: [http://www.co.fairfax.va.us/dta/business\\_tax.htm](http://www.co.fairfax.va.us/dta/business_tax.htm). The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

**66. REGISTERING OF CORPORATIONS**-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (continued)**

required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

**67. COVENANT AGAINST CONTINGENT FEES**-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**68. VIRGINIA FREEDOM OF INFORMATION ACT**-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

**BIDDER/CONTRACTOR REMEDIES****69. INELIGIBILITY-**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
  1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
  2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
  1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
  3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
  4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:

(a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (continued)**

- (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
- 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
- 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
- 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

**70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-**

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

**71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-**

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

**72. PROTEST OF AWARD OR DECISION TO AWARD-**

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4e of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4e, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (continued)**

- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

**73. CONTRACTUAL DISPUTES-**

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

**74. LEGAL ACTION-**No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

**75. COOPERATIVE PURCHASING-**When stated specifically in the solicitation, the County Purchasing Agent of Fairfax County may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies, or agencies of the United States, for the purpose of combining requirements to increase efficiency or reduce administrative expenses. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

**76. PROFESSIONAL AFFILIATION-**The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

**77. DRUG FREE WORKPLACE -**During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$30,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**APPROVED:**

/S/ David P. Bobzien  
COUNTY ATTORNEY

/S/ Armand E. Malo  
COUNTY PURCHASING AGENT

**RFP CHECKLIST**

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Name and addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_

Fiscal Representative: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_

EMAIL Address: \_\_\_\_\_

**A detailed description of cost elements must be submitted as part of the business proposal.**

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- A. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
- B. Special Provisions & Specifications, Pages 1 through 18
- C. Attachments A-E
- D. Appendix A (General Conditions and Instructions to Bidders)
- E. Appendix B (RFP Checklist, BPOL Form, COG Rider, SBE Schedule, Subcontractor's Notification Form).
- E. Appendix C (Listing of Potential Subcontractors)

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Submission

**BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE**

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:      Virginia      ☐ Yes      ☐ No  
   Fairfax County      ☐ Yes      ☐ No
- Date business began/will begin work in Fairfax County \_\_\_\_\_

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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For Office Use Only:

- Company name and address: \_\_\_\_\_  
\_\_\_\_\_
- Amount of Contract Award \$ \_\_\_\_\_
- Fairfax County Agency: \_\_\_\_\_
- Agency Contact \_\_\_\_\_ Phone No. \_\_\_\_\_
- Company Contact \_\_\_\_\_ Phone No. \_\_\_\_\_
- Nature of business \_\_\_\_\_

**YOU MUST RETURN THIS FORM OR A COPY OF CURRENT FAIRFAX COUNTY BUSINESS LICENSE IN PROPOSAL. CONTRACT AWARD SHALL NOT BE MADE WITHOUT IT.**

**COG Rider for Additional Jurisdictions**

REFERENCE PARAGRAPH 34 OF THE SPECIAL PROVISIONS, "BIDDERS AUTHORIZATION TO EXTEND CONTRACTS":

<u>YES</u>	<u>NO</u>	<u>JURISDICTIONS</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTIONS</u>
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Madison County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria Sanitation Authority	<input type="checkbox"/>	<input type="checkbox"/>	Manassas Park Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Manassas, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Arlington County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Manassas City Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Arlington Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Maryland-National Capital Park & Planning
<input type="checkbox"/>	<input type="checkbox"/>	Bowie, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Commission
<input type="checkbox"/>	<input type="checkbox"/>	Charles County, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Airports
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	Authority
<input type="checkbox"/>	<input type="checkbox"/>	Chevy Chase Village, MD	<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Council of
<input type="checkbox"/>	<input type="checkbox"/>	City of Fairfax, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Governments
<input type="checkbox"/>	<input type="checkbox"/>	Clark County Administrative	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery Community College
<input type="checkbox"/>	<input type="checkbox"/>	Services	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County
<input type="checkbox"/>	<input type="checkbox"/>	College Park, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Culpeper County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia	<input type="checkbox"/>	<input type="checkbox"/>	Northern Virginia Community College
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Schools	<input type="checkbox"/>	<input type="checkbox"/>	Northern Virginia Regional Commission
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County Water Authority	<input type="checkbox"/>	<input type="checkbox"/>	Orange County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Falls Church City Public	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's County
<input type="checkbox"/>	<input type="checkbox"/>	Schools	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County
<input type="checkbox"/>	<input type="checkbox"/>	Falls Church, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Fauquier County Schools	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Service Authority
<input type="checkbox"/>	<input type="checkbox"/>	Frederick City, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Rappahannock County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Frederick County Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Rockville, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Frederick County Schools	<input type="checkbox"/>	<input type="checkbox"/>	Shenandoah County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Gaithersburg, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Stafford County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Greenbelt, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Takoma Park, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Herndon, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Town of Vienna, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County Sanitation	<input type="checkbox"/>	<input type="checkbox"/>	Upper Occoquan Sewage Authority
<input type="checkbox"/>	<input type="checkbox"/>	Authority	<input type="checkbox"/>	<input type="checkbox"/>	Washington Suburban Sanitary
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	Commission
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County, Public	<input type="checkbox"/>	<input type="checkbox"/>	Virginia Railway Express
<input type="checkbox"/>	<input type="checkbox"/>	Schools	<input type="checkbox"/>	<input type="checkbox"/>	Washington Metropolitan Area Transit
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Authority

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\_\_\_\_\_  
Vendor Name



**SBE SCHEDULE**

The Fairfax County Board of Supervisors has established the following definitions for small and minority businesses:

**Small Business** – A corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross sales.

**Minority Business** – A business enterprise that is at least **51%** owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; Women (regardless of race or ethnicity); and persons with a physical or mental impairment that substantially limits one or more of the major life activities of such individuals. a record of such

Step 1: Select all categories that apply to your business from this group.

✓	<i>Business Partner Classification Code/Category</i>
—	<b>Disabled Person Owned</b>
— (8)	Public Body/Government Agency
— (9)	<b>Non Profit/Not-for-Profit</b>
— (D)	<b>Sheltered Work Shop</b> (work oriented rehabilitative facility with a controlled work environment and individual goals that utilizes work experience and related services assisting the handicapped person to progress toward normal living and productive vocational status)

Step 2: Select the one category that applies to your business from the table below.

<u>SMALL BUSINESS</u>	<u>LARGE BUSINESS</u>	<u>OWNERSHIP</u>
— (B)	— (Y)	<b>Non-Minority</b>
— (C)	— (A)	<b>Women-Owned</b>
— (G)	— (E)	<b>African American Owned</b>
— (H)	— (F)	<b>African American Women-Owned</b>
— (K)	— (I)	Hispanic American Owned
— (L)	— (J)	<b>Hispanic American Women-Owned</b>
— (O)	— (M)	Asian American Owned
— (P)	— (N)	<b>Asian American Women-Owned</b>
— (S)	— (Q)	<b>American Indian Owned</b>
— (T)	— (R)	<b>American Indian Women-Owned</b>
— (W)	— (U)	<b>Eskimo/Aleut Owned</b>
— (X)	— (V)	Eskimo/Aleut Women-Owned

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**COUNTY OF FAIRFAX  
DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT  
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM (SMBEP)**

12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013

**Fax: 703-324-3228**

**SUBCONTRACTOR (S) NOTIFICATION FORM**

Contract Number/Title: \_\_\_\_\_

Prime Contractors Name: \_\_\_\_\_

**Prime Contractor's Classification Code:** \_\_\_\_\_ **(from SBE Schedule)**

In accordance with the Subcontracting paragraph of the Special Provisions for the above-cited contract, you are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification (use code numbers from previous page) of each first-tier subcontractor. Please complete this form and return it to this office with your bid package. The purpose of determining a subcontractors small/minority classification, the criteria for both is stated below:

**Please check here if you are not using a subcontractor:** \_\_\_\_\_

SUBCONTRACTOR(S) NAME	<u>STREET ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP CODE</u>	ANTICIPATED DOLLAR AMOUNT	SMALL/MINORITY CLASSIFICATION

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